

ILL. C. C. DOCKET NO. 01-0636

Joint Exhibit No. A

Witness _____

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Date 1-22-02 Reporter CB

CANTON UNION SCHOOL DISTRICT #66 and)
DAVID E. WHITE,)

Complainants,)
v.)

DOCKET NO: 01-0636

CENTRAL ILLINOIS PUBLIC SERVICE)
COMPANY d/b/a AmerenCIPS,)

Respondent.)

STIPULATION

NOW COMES the parties hereto, Canton Union School District No. 66, Complainant ("CUSD"), and Central Illinois Public Service Company d/b/a AmerenCIPS ("CIPS"), by and through its attorneys SORLING, NORTHRUP, HANNA, CULLEN AND COCHRAN, LTD., Scott C. Helmholz, of Counsel, and stipulate and agree that the Commission may adopt the following statements and exhibits as and for its findings of facts herein:

1. Canton Union School District No. 66 ("CUSD") owns and operates a number of school buildings and facilities, including two (2) schools, Westview, 700 W. Old Vine Street, AmerenCIPS ("CIPS") Account Number 06140-0017, and Eastview, 1490 East Myrtle Street, AmerenCIPS Account Number 17040-02219.

2. CIPS is a public utility within the meaning of §3-105 of the Public Utilities Act, 220 ILCS 5/10101 *et. seq.*

3. As of July 1, 2001, CIPS had provided electric service to Eastview and Westview Schools pursuant to CIPS' Rate 6T, as provided in Ill.C.C. No. 15, Original Sheet Nos. 7-7.002,

effective April 1, 2000. *(A true and exact copy of which is attached hereto as Joint Exhibit No. 1).*

As of July 1, 2001, the district had several school facilities on Rate 2B and was a member of a consortium of school districts who have chosen to select their energy supply from competitive providers subject to a delivery service tariff of CIPS.

4. During July, 2001, Complainant, through its business representative, Mr. David White, contacted CIPS and discussed the possibility that CUSD might start school or utilize school buildings prior to August 24 (the expiration date of the summer demand "window" for public schools in Rate 6T).

5. Mr. White further indicated that CUSD desired to disconnect from CIPS' service prior to August 24, 2001, utilize a portable generator thereafter for their summer demand period, and then reconnect to CIPS' service on or after August 24, 2001.

6. CIPS' management and engineers conversed with Mr. White on several occasions during July, 2001, and regulatory personnel reviewed and considered Mr. White's statements and advised him of Rate 6T's express provisions that require service "... on a continuous year-round basis" and prohibits "[t]emporary, seasonal, intermittent or stand-by service". The parties disagree as to what was said concerning a rate or rates that would apply in the event CUSD sought to disconnect during the summer demand window and reconnect on or after August 24, 2001. Mr. White believes that CIPS personnel initially told him that only Rate 9T would be available to the district under these circumstances, and, in reliance thereon, the district went forward with its summer activities at Eastview and Westview thereby establishing an actual summer demand. Mr. White believes that CIPS only made him aware of other rate options after the district decided it would not

be able to maintain a low summer demand on Rate 6T. CIPS believes that one or more employees suggested to Mr. White, prior to the date the district registered its actual summer demand, that Rate 9T with Rider 11 might be the district's best option in the event of a disconnection/reconnection, but did not rule out the possibility of other options, including a delivery service tariff (DST) or Rate 2B. Mr. White does not dispute that CIPS provided him with rate information comparing Rate 6T to Rate 9T with Rider 11 on July 20, 2001. Eastview and Westview Schools established their peak demand between August 6, 2001 and August 24, 2001.

7. CIPS provided the Commission with a written response to CUSD's informal complaint concerning this matter on July 31, 2001. *(A true and exact copy of which is attached hereto as Joint Exhibit No. 2).*

8. Between July 31, 2001 and October 8, 2001, a CIPS employee and a consultant spoke with Mr. White on a number of occasions to evaluate CUSD's situation and to suggest available energy management techniques and rate options. These efforts and suggestions are accurately summarized in a letter from CIPS' Engineer Chris D. Scott to Mr. White dated October 8, 2001. *(A true and exact copy of which is attached hereto as Joint Exhibit No. 3).*

9. The parties acknowledge that Ill.C.C. No. 15, Original Sheet No. 35.008, "Seasonal Service Disconnects", effective April 1, 2000, has continuously remained effective since that time, and by its own terms, is expressly made applicable to "Rate 6T". *(A true and exact copy of Ill.C.C. No. 15, Original Sheet No. 35.008 is attached hereto as Joint Exhibit No. 4).*

10. The parties acknowledge that Ill.C.C. No. 15, Original Sheet Nos. 7-7.002, "Rate 6T-

Commercial Time-Of-Use Service”, effective April 1, 2000, has remained continuously effective since that time, and by its express terms provides that:

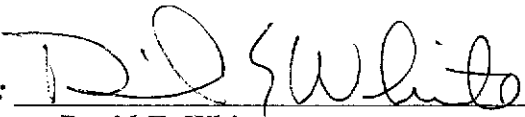
Service shall be on a continuous year-round basis. Temporary, seasonal, intermittent or stand-by service will not be supplied hereunder.

11. Joint Exhibits 5 and 6, *attached hereto*, are true and exact copies of correspondence from Respondent to Complainant dated July 20, 2001 and August 8, 2001, respectively.

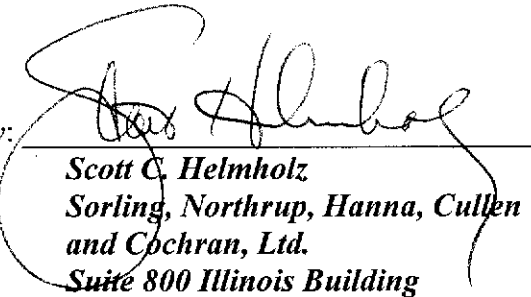
12. The parties agree that the stipulated facts and exhibits herein shall constitute the entire and complete record in this matter, and they waive any right to present further evidence or cross-examine witnesses.

13. Nothing provided herein shall preclude either party from objecting to any fact or exhibit stipulated to herein on the ground of relevance.

**CANTON UNION SCHOOL
DISTRICT NO. 66**

By: 
**David E. White
Assistant Superintendent**

**CENTRAL ILLINOIS PUBLIC SERVICE
COMPANY d/b/a AmerenCIPS,**

By: 
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DATED: 